

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

DURACELL U.S. OPERATIONS, INC., a
Delaware corporation,

Plaintiff,

v.

MY IMPORTS USA LLC, a New Jersey
limited liability company, MY IMPORT USA
INC., a New Jersey corporation, MANSUR
MAQSUDI (a/k/a MANSUR MAQ), an
individual, JIAN YANG ZHANG (a/k/a
KEVIN ZHANG), an individual,

Defendants.

Case No: 19-cv-3820

**NOTICE OF SETTLEMENT AND MOTION FOR ENTRY OF CONSENT JUDGMENT
AGAINST DEFENDANT MY IMPORTS USA LLC**

Plaintiff Duracell U.S. Operations, Inc. (“Duracell”), by its attorney, Robert N. Phillips, and Defendant MY Imports USA LLC (“MI LLC”), through its attorney, Kieran G. Doyle, hereby notify the Court of their settlement of this action and respectfully move this Court to enter a Consent Judgment as follows:

1. This motion for entry of a Consent Judgment represents part of Duracell and the MI LLC’s amicable settlement of this action, and shall not be considered an admission of fault or liability by any Party.

2. Except for the injunctive relief provided by the Consent Judgment, and subject to entry of the Consent Judgment, Duracell agrees to dismiss with prejudice all other claims in this action against the MI LLC.

3. For purposes of the Consent Judgment, the term “Unauthorized Duracell Batteries” shall include: (a) all bulk-packaged Duracell-branded batteries, including but not limited to, OEM batteries labeled with “Original Equipment Accessory,” “Not for Retail Sale,”

and/or other similar indicia, and batteries intended for industrial and professional use, labeled with “Not for Retail Trade,” “Professional,” “Industrial,” “PROCELL,” and/or similar indicia; (b) Duracell-branded batteries intended for sale only in foreign markets (indicated by a foreign manufacturing location, a lack of United States customer service contact information on product packaging, the presence of an image of a bunny, rabbit, or bear on product packaging, and/or other similar indicia); and (c) any Duracell-branded batteries that have been repackaged or are otherwise being sold in any manner outside of their original retail packaging.

4. MI LLC and its partners, officers, agents, servants, employees, owners, representatives and all other persons, firms or corporations in active concert or participation with MI LLC, shall immediately cease and permanently refrain from importing, acquiring, purchasing, offering for sale, or selling Unauthorized Duracell Batteries.

5. This Consent Judgment shall be enforceable upon entry. Duracell and MI LLC hereby waive findings of fact, conclusions of law, a statement of decision and any right to set aside the Consent Judgment, appeal therefrom, seek a new trial, or otherwise contest the validity of the Consent Judgment.

6. This Court shall retain jurisdiction to enforce the terms of the Parties' settlement agreement, and the Consent Judgment in the form submitted herewith.

Dated: February 4, 2020

/s/ Robert N. Phillips

Peter D. Raymond
Robert N. Phillips
(Admitted *Pro Hac Vice*)
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Attorneys for Plaintiff
DURACELL US OPERATIONS, INC.

Dated: February 4, 2020

/s/ Kieran G. Doyle

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Attorneys for Defendant
MY IMPORTS USA LLC

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KEVIN ZHANG), an individual,

Defendants.

Case No: 19-cv-3820

~~PROPOSED~~ **CONSENT JUDGMENT AGAINST DEFENDANT
MY IMPORTS USA LLC**

Plaintiff, Duracell U.S. Operations, Inc. (“Duracell”), and Defendant My Imports USA LLC (“MI LLC”), reached a compromise and an agreement to settle this action through the Settlement Agreement and Mutual Release, effective February 4, 2020 (the “Agreement”). It is stipulated, agreed and acknowledged by Duracell and MI LLC that neither the Agreement nor this Consent Judgment is an admission of liability by any party for any matter under the terms of the Agreement, and that the parties have consented to the form and substance of the following order.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, pursuant to the stipulation and consent of the parties, that all claims against MI LLC are hereby dismissed with prejudice, subject to:

1. For purposes of this Consent Judgment, the term “Unauthorized Duracell Batteries” shall include: (a) all bulk-packaged Duracell-branded batteries, including but not limited to, OEM batteries labeled with “Original Equipment Accessory,” “Not for Retail Sale,”

and/or other similar indicia, and batteries intended for industrial and professional use, labeled with “Not for Retail Trade,” “Professional,” “Industrial,” “PROCELL,” and/or similar indicia; (b) Duracell-branded batteries intended for sale only in foreign markets (indicated by a foreign manufacturing location, a lack of United States customer service contact information on product packaging, the presence of an image of a bunny, rabbit, or bear on product packaging, and/or other similar indicia); and (c) any Duracell-branded batteries that have been repackaged or are otherwise being sold in any manner outside of their original retail packaging.

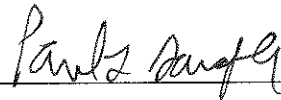
2. MI LLC and its partners, officers, agents, servants, employees, owners, representatives and all other persons, firms or corporations in active concert or participation with MI LLC, shall immediately cease and permanently refrain from importing, acquiring, purchasing, offering for sale, or selling Unauthorized Duracell Batteries.

3. This Consent Judgment shall be enforceable upon entry. Duracell and MI LLC hereby waive findings of fact, conclusions of law, a statement of decision and any right to set aside this Consent Judgment, appeal therefrom, seek a new trial, or otherwise contest the validity of this Consent Judgment.

4. This Court shall retain jurisdiction to enforce the terms of the Parties' Agreement, and this Consent Judgment.

IT IS SO ORDERED.

SIGNED and **ENTERED** this 10th day of February 2020.



PAUL G. GARDEPHE, U.S.D.J.

SEEN AND AGREED:

Dated: February 4, 2020

/s/ Robert N. Phillips

Peter D. Raymond
Robert N. Phillips
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Dated: February 4, 2020

/s/ Kieran G. Doyle

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